

**SETTLEMENT AGREEMENT BETWEEN MISSOURI DENTAL BOARD
AND BRADLEY R. BABCOCK, D.D.S.**

Come now Bradley R. Babcock, D.D.S. ("Licensee") and the Missouri Dental Board ("Board") and enter into this settlement agreement for the purpose of resolving the question of whether Licensee's license as a dentist will be subject to discipline.

Pursuant to the terms of § 536.060, RSMo,¹ the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri ("AHC") regarding cause to discipline the Licensee's license, and, additionally, the right to a disciplinary hearing before the Board under § 621.110, RSMo.

Licensee acknowledges that he understands the various rights and privileges afforded him by law, including the right to a hearing of the charges against him; the right to appear and be represented by legal counsel; the right to have all charges against him proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against him; the right to present evidence on his own behalf at the hearing; the right to a decision upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against him and, subsequently, the right to a disciplinary hearing before the Board at which time he may present evidence in mitigation of discipline; and the right to recover attorney's fees incurred in defending this action against his license. Being aware of these rights provided him by operation of law, Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into this settlement agreement and agrees to abide by the terms of this document, as they pertain to him.

Licensee acknowledges that he has received a copy of the investigative report and other documents relied upon by the Board in determining there was cause to discipline his license, along with citations to law and/or regulations the Board believes was violated.

For the purpose of settling this dispute, Licensee stipulates that the factual allegations contained in this settlement agreement are true and stipulates with the Board that Licensee's license, numbered 015361 is subject to disciplinary action by the Board in accordance with the provisions of Chapters 621 and 332, RSMo.

¹ All statutory references are to Missouri Revised Statutes 2000, as amended, unless otherwise indicated.

Joint Stipulation of Fact and Conclusions of Law

1. The Missouri Dental Board ("Board") is an agency of the State of Missouri created and established pursuant to § 332.021, RSMo, for the purpose of executing and enforcing the provisions of Chapter 332.

2. Licensee Bradley R. Babcock, D.D.S. is licensed by the Board as a dentist, License No. 015361. Licensee's Missouri license was at all times relevant herein, and is now, current and active.

3. On or about April 22, 2015, the Missouri Department of Social Services, Missouri Medicaid Audit and Compliance Unit (MMACU) notified the Board that Licensee failed to meet standards required by state or federal law for participation as a Medicaid provider. Specifically, MMACU terminated Licensee as a Medicaid provider because Licensee did not have a current dental license. MMACU sent Licensee the termination letter on or about April 22, 2015.

4. As a result of the notification from MMACU, the Board conducted an investigation.

5. The Board's investigation revealed that Licensee failed to renew his license on or before November 30, 2014. Licensee continued to practice with the expired license. On or about April 29, 2015, Licensee completed the continuing education required for renewal of his license. The Board renewed Licensee's license effective April 29, 2015. Accordingly, Licensee practiced dentistry without a current and active license from December 1, 2014 until April 29, 2015.

6. On or about July 14, 2015, the Board received a letter from Miles of Smiles, the dental office at which Licensee worked stating that the Board "had Dr. Babcock's home address wrong so he did not receive a renewal notice and therefore did not renew his Missouri Dental license." The letter also stated that the dental office had been notified that \$23,000 worth of Medicaid claim would be denied because of the lapse in Licensee's license.

7. As part of the Board's investigation, Board investigator Joshua Fisher visit Licensee's practice location on or about August 19, 2015. While Licensee was not present, Licensee contacted Investigator Fisher that same day. Investigator Fisher informed Licensee of the nature of the visit, explaining that the Board initiated an investigation after receiving the letter from MMACU. As to why he failed to renew his license, Licensee stated that after so many years in private practice and at UMKC, he finally worked somewhere that he did not have someone to remind him when it was time to renew his license and so it lapsed. He stated he was

"not sure if he received his renewal notice." He stated when he realized his dental license was lapsed, he realized he did not have any continuing education so he completed online courses to "catch up." He affirmed that he practiced between December 1, 2014 and April 30, 2015, when his license was lapsed. He stated he was not aware of the July 14, 2015 letter sent by the office manager of Miles of Smiles. Investigator Fisher requested patient charts for services between December 1, 2014 and April 30, 2015. Patient records confirm Licensee saw patients and billed for dental services provided to those patients during that time.

8. Licensee's patient records showed some discrepancies: J.W.'s chart showed Licensee took bitewing x-rays on April 28, 2015 but there were no x-rays in the file; J.S.'s chart showed Licensee took bitewing x-rays on April 24, 2015 but there were no x-rays in the chart; G.J.'s chart showed Licensee billed for bitewing x-rays on July 21, 2011 but the chart does not show any were taken on that day; and Licensee saw M.R. on five occasions, April 13, 17, 20, 21 and 23, 2015 but there were no patient notes in the chart. On September 10, 2015, Investigator Fisher returned to Miles of Smiles to inquire about the discrepancies. Miles of Smiles was unable to locate the missing x-rays for the patient files at that time. Miles of Smiles contacted Investigator Fisher on September 15, 2015 and stated they found the x-rays for J.W. and J.S. but not G.J. Miles of Smiles confirmed that they could not find x-rays for G.J. on September 28, 2015 and on October 2, 2015, sent a response to the Board stating that Licensee had not seen J.W. on April 28, 2015. He saw another patient L.W. but it was mistakenly entered in the wrong chart.

9. Section 332.052, RSMo, states, in relevant part:

1. Dentists shall maintain an adequate and complete patient record for each patient and may maintain electronic records provided the record-keeping format is capable of being printed for review by the board.

2. Patient records remaining under the care, custody and control of the licensees shall be maintained by the licensee, or the licensee's designee, for a minimum of seven years from the date of when the last professional services was provided or in the case of a minor, seven years from the age of majority.

10. Section 332.181, RSMo, states, in relevant part:

1. No person shall engage in the practice of dentistry in Missouri without having first secured a license as provided for in this chapter.

...

3. All persons once licensed to practice dentistry in Missouri shall renew his or her license to practice dentistry on or before the license renewal

date and shall display his or her license for each current licensing period in the office in which he or she practices or offers to practice dentistry.

11. Regulation 20 CSR 2110-2.071 states, in relevant part:

(1) Any person licensed to practice dentistry or dental hygiene shall renew that license every two (2) years. Every licensee shall provide the board a completed renewal application on a form prescribed by the board that shall contain updated information since the preceding renewal period.

...

(3) Failure of the licensee to receive a renewal application shall not relieve the licensee of the obligation to renew the license and pay the required fee prior to the expiration date of the license. Deposit of the renewal fee by the board or the Division of Professional Registration does not indicate acceptance of the renewal application or that any licensing requirements have been fulfilled.

...

(10) Any licensee who fails to renew his/her license on or before the license expiration date shall not perform any act for which a license is required unless and until the license is properly renewed.

12. Licensee's actions as described above in paragraphs 3 through 8 constitute cause for which the Board has authority to discipline Licensee's license.

13. Cause exists for the Board to take disciplinary action against Licensee's license under § 332.321.2(5), (6) and (13), RSMo, which states in pertinent part:

2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any holder of any permit or license required by this chapter or any person who has failed to renew or has surrendered his or her permit or license for any one or any combination of the following causes:

...

(5) Incompetency, misconduct, gross negligence, fraud, misrepresentation or dishonesty in the performance of, or relating to one's ability to perform, the functions or duties of any profession licensed or regulated by this chapter;

(6) Violation of, or assisting or enabling any person to violate, any provision of this chapter, or any lawful rule or regulated adopted pursuant to this chapter;

...

(13) Violation of any professional trust or confidence[.]

Joint Agreed Disciplinary Order

Based upon the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Board in this matter under the authority of § 621.045.3, RSMo:

14. The terms of discipline shall include that the dental license, license number 015361, be placed on **PROBATION** for a period of three (3) years ("disciplinary period"). During Licensee's probation, Licensee shall be entitled to engage in the practice of dentistry under Chapter 332, RSMo, provided he adheres to all of the terms of his Settlement Agreement.

I. EDUCATIONAL REQUIREMENTS

A. Licensee shall take and pass the Board's jurisprudence examination within twelve (12) months of this Agreement becoming effective. Licensee shall contact the Board office to request a current law packed and permission to sit for the jurisprudence examination no less than thirty (30) days prior to the date Licensee desires to take the examination. Licensee shall submit the required re-examination fee to the Board prior to taking the examination. Failure to take and pass the examination during the first twelve (12) months of the disciplinary period shall constitute a violation of this Agreement.

II. GENERAL REQUIREMENTS

A. Licensee shall meet with the Board or its representatives at such times and places as required by the Board after notification of a required meeting.

B. Licensee shall keep the Board apprised of his current home and work addresses and telephone numbers. Licensee shall inform the Board within ten days of any change of home or work address and home or work telephone number.

C. Licensee shall comply with all provisions of the Dental Practice Act, Chapter 332, RSMo; all applicable federal and state drug laws, rules, and regulations; and all federal and state criminal laws. "State" here includes the state of Missouri and all other states and territories of the United States.

D. During the disciplinary period, Licensee shall timely renew his license and timely pay all fees required for licensing and comply with all other board requirements necessary to maintain Licensee's license in a current and active state.

E. If at any time during the disciplinary period, Licensee removes himself from the state of Missouri, ceases to be currently licensed under provisions of Chapter 332, or fails to advise the Board of his current place of business and residence, the time of his absence, unlicensed status, or unknown whereabouts shall not be deemed or taken as any part of the time of discipline so imposed in accordance with § 332.321.6, RSMo.

F. During the disciplinary period, Licensee shall accept and comply with unannounced visits from the Board's representatives to monitor his compliance with the terms and conditions of this Settlement Agreement.

G. If Licensee fails to comply with the terms of this Settlement Agreement, in any respect, the Board may impose such additional or other discipline that it deems appropriate, (including imposition of the revocation).

H. This Settlement Agreement does not bind the Board or restrict the remedies available to it concerning any other violation of Chapter 332, RSMo, by Licensee not specifically mentioned in this document.

III. ADDITIONAL REQUIREMENTS

A. Licensee shall not allow his license to lapse.

B. Licensee shall notify, within 15 days of the effective date of this Settlement Agreement, all hospitals, nursing homes, out-patient centers, surgical centers, clinics, and all other facilities where Licensee practices or has privileges of Licensee's disciplinary status. Notification shall be in writing and Licensee shall, contemporaneously with the giving of such notice, submit a copy of the notice to the Board for verification by the Board or its designated representative.

15. The parties to this Agreement understand that the Missouri Dental Board will maintain this Agreement as an open record of the Board as provided in Chapters 332, 610 and 324, RSMo.

16. The terms of this settlement agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise provided herein, neither this settlement agreement nor any of its provisions may be changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.

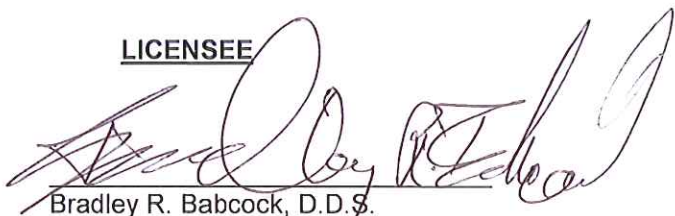
17. Licensee, together with his heirs and assigns, and his attorneys, do hereby waive, release, acquit and forever discharge the Board, its respective members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs and expenses, and compensation, including but not limited to, any claims for attorney's fees and expenses, including any claims pursuant to § 536.087, RSMo, or any claim arising under 42 U.S.C. § 1983, which may be based upon, arise out of, or relate to any of the matters raised in this case, its settlement, or from the negotiation or execution of this settlement agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this settlement agreement in that it survives in perpetuity even in the event that any court of law deems this settlement agreement or any portion thereof to be void or unenforceable.

18. If no contested case has been filed against Licensee, Licensee has the right, either at the time the settlement agreement is signed by all parties or within fifteen days thereafter, to submit the agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties to the settlement agreement constitute grounds for denying or disciplining the license of the licensee. If Licensee desires the Administrative Hearing Commission to review this Agreement, Licensee may submit this request to:

Administrative Hearing Commission, Truman State Office Building, Room 640, 301 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65101.

19. If Licensee has requested review, Licensee and Board jointly request that the Administrative Hearing Commission determine whether the facts set forth herein are grounds for disciplining Licensee's license and issue findings of act and conclusions of law stating that the facts agreed to by the parties are grounds for disciplining Licensee's license. Effective the date the Administrative Hearing Commission determines that the agreement sets forth cause for disciplining Licensee's license, the agreed upon discipline set forth herein shall go into effect. If Licensee does not request review by the Administrative Hearing Commission, the settlement agreement goes in to effect 15 days after the document is signed by the Executive Director of the Board.

LICENSEE



Bradley R. Babcock, D.D.S.

Date

12-07-2015

BOARD



Brian Barnett,
Executive Director
Missouri Dental Board

Date

12/8/2015